REQUEST F	This RFQ 🖾 is 📋	is no	t a small business s	set-as	ide			Page	1 OI 15					
1. Request No.	NOT an Order) 2. Da	te Issued	3. Requisition/Purchas	se Rec	quest No.	4. 0	Cert For Nat D	ef. Under BDS	SA	Ratin	g			
W31P4Q-07-T-0424	1 20	007JUL03	See Sc	hedul	e	R	Reg. 2 and/or D				DOA2			
5A. Issued By			W31P4Q				6. Deliver by							
US ARMY AVIATION AMSAM-AC-ML-S	N & MISSILE C	COMMAND	WJII 1Q					See So	chedule					
REDSTONE ARSENAL	L AL 35898-5	280					7. Delivery							
							X FOB			ther				
WEAPON SYSTEM: I	PATRIOT						Destination	n	ΔО	uiei				
			no.) (No collect calls)											
SUSAN BRYAN EMAIL: SUSAN.M.E		256)876-429 г мтт.	3											
8. To: Name and Ad							9. Destination	n (Consignee a	nd addi	ress. in	cluding			
		6 1					Zip Code)	(,				
								See So	hedule					
10. Please Furnish	Quotations to		ANT: This is a request fo											
the Issuing Office in or Before Close of B		-	icate on this form and re					•						
(Date)			osts incurred in the prepression of domestic origin unl				_							
2007JU	L24		uest for Quotation must				•							
		1	1. Schedule (Include app	licab	le Federal, State, a	nd lo	cal taxes)							
Item Number	Supplies/Services Quantity Unit								Unit Price Amount					
(a)			(b)		(c)		(d)	(e)			(f)			
		(See S	chedule)											
		(BCC B	eneduic)											
							T		_					
12. Discount For Pro	ompt Payment		a. 10 Calendar Days %		b. 20 Calendar Da	ıys %	c. 30 Cale	endar Days %	d. Nun		dar Days Percentage			
			/0	,		70		/0	Null	ibei	rercentage			
NOTE: Additional	•			_										
13. Name and Addre	ess of Quoter (S	Street, City, 0	County, State and		Signature of Perso	n Aut	thorized to Sig	n	15. Dat	e of Qu	ıotation			
Zip Code)				'	Quotation									
							42 ~							
					Jame (Type or Prin	nf)	16. S	igner		b. Tele	nhone			
				a. N	ame (1 ype of Pfin	it <i>)</i>		-	Area C		phone			
				c. Title (Type or Print) Number										
				۱. ۱	me (Type of Fillit	,			14011106	•				
AUTHORIZED FO	R LOCAL REI	PRODUCTIO)N	1			Stand	lard Form 18	(Rev 8-	95)				

CONTINUATION SHEET	Reference No. of Document Be	Page 2 of 15	
CONTINUATION SHEET	PHN/SHN W31P4Q-07-T-0424	MOD/AMD	
Name of Offeror or Contractor:			

SUPPLEMENTAL INFORMATION

THIS REQUIREMENT IS FOR THE PATRIOT SYSTEM. THIS REQUIREMENT IS RESTRICTED SOURCE LIST: WILDWOOD ELECTRONICS, INC., INSCOM ELECTRONICS CORPORATION, TYCO ELECTRONICS, DBA RAYCHEM, POWELL ELECTRONICS, INC.

*** END OF NARRATIVE A0001 ***

Reference No. of Document Being Continued PIIN/SIIN W31P4Q-07-T-0424 MOD/AMD

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5935-01-237-2650 FSCM: 18876 PART NR: MIS-20065/1-035 SECURITY CLASS: Unclassified				
001AA	QUALITY VERIFICATION	14	EA	\$	\$
	NOUN: CONNECTOR, RECEPTACL PRON: D1702719D1 PRON AMD: 02 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: MIS-20065/1-035				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL-STD 2073-1 & MIL-STD-129 UNIT PACK: 001 INTERMEDIATE PACK: 100 LEVEL PRESERVATION: Military LEVEL PACKING: Minimal				
	THE FOLLOWING MIL-STD 2073-1 CODES SHALL APPLY:				
	JI/A/MP [41] JII/CD [1] JIII/PM [00] JIV/WM [00]				
	JV/CD [NA] JVI/CT [A] JVII/UC [XX] JVII/IC [ED]				
	JIX/A/PK [U] JX/SM [00] JVIIIA/OPI [0]				
	MIL-STD-129 MARKINGS SHALL APPLY				
	(End of narrative D001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 003 W31P4Q71730900 W31P0W J 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 14 0090				
	FOB POINT: Destination				
	SHIP TO: (W31POW) PR W0H9 US ARMY AVN & MISSLES CMD				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COTTONWOOD RD BLDG 8022 MF 4500				
	REDSTONE ARSENAL AL 35898-8052				

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DECCRIPTION	/SPECIFICATIONS	/WODK	CTATEMENT
DESCRIPTION	/ SPECIFICATIONS	/ WURK	STATEMENT

Name of Offe	eror or Contractor:			
ESCRIPTION/S	SPECIFICATIONS/WORK	STATEMENT		
	Regulatory Cite	Title		Date
1	52.209-4716	ELECTRONIC FABRICATION: REQUIREMENTS FO	R SOLDERED ELECTRICAL AND	JUN/1997
		ion contained in any part of this contra nic assemblies shall be the non-military		
The re	vision of ANSI/J-ST	D-001 in effect on the effective date of	the contract shall govern the	hardware produced hereunder.
= =		may be obtained from the Institute for I 062-6135, telephone number (847) 509-970		lectronic Circuits (IPC), 2215
		(End of Clause)		
ACKAGING AND	MARKING			
2 Packaging, pa of this doc		POINT OF PACKAGING, PACKING AND MARKING f the item(s) will be performed at the f		JUN/1997 from the address listed on page
		(End of clause)		
eferred to a		REPLACEMENT PRESERVATIVE FOR PENTACHLOR s contract specify the use of wood produ is prohibited. Replacement preservatives te.	cts and a preservative is requi	
		(End of Clause)		

52.247-4700 BAR CODE MARKINGS (USAAMCOM)

JUN/2003

Automatic Identification and Data Capture Techniques - Bar Code Symbology Specification - Code 39.

(End of Clause)

CONTINUATION SHEET Reference No. of Document Being Continued

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Name of Offeror or Contractor:

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

5	52.246-2	INSPECTION OF SUPPLIESFIXED-PRICE	AUG/1996
6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
7	52.246-11	HIGHER-LEVEL CONTRACT OUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard ANSI/ASQC ISO9003 OR EQUIVALENT.

(End of Clause)

8 52.209-4717 QUALITY VERIFICATION SAMPLES (USAAMCOM)

AUG/2001

Page 6 of 15

- (a) The Contractor shall deliver 14 units of Lot/Item CLIN 0001AA within 90 calendar days from the date of this contract to the Government at US ARMY AVIATION AND MISSILE COMMAND, TRANS OFFICER BLDG 8022, MARK FOR: REDSTONE TECHNICAL TEST CENTER, BLDG 4500, ATTN: CSTE-DTC-RT-E-CS, MARK FOR: QV OR FIRST ARTICLE, REDSTONE ARSENAL, AL 35898 for quality verification inspection tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The quality verification sample(s) must meet all the requirements of the technical data package (TDP) and other contractual requirements specified elsewhere in this contract.
- (b) Within 60 calendar days after the Government receives the quality verification sample(s), the Contracting Officer will notify the Contractor, in writing, of the acceptance or rejection of the quality verification sample(s). The notice of acceptance shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of rejection shall cite reasons for the rejection.
- (c) If the quality verification sample(s) is rejected, the Contractor, upon Government request, shall submit additional quality verification sample(s) for inspection testing. After each request, the Contractor shall make any necessary changes to meet the requirements of this contract or select another quality verification sample(s) for inspection testing. The Contractor shall furnish any additional quality verification sample(s) to the Government under the terms and conditions and within the time specified by the Government. The Government will act on the quality verification sample(s) within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule and/or for any additional costs to the Government related to these inspection retests.
- (d) If the Government does not act within the time specified in paragraph (b) or (c) above, acceptance is not automatically conferred. However, the Contracting Officer will, upon timely written request from the Contractor, equitably adjust the delivery or performance dates, the contract price, or any other contractual term affected by the delay.
- (e) The Government reserves the right to reject any lot submitted in which one or more defective units of production are found. The Government, at its discretion, may elect to perform a 100 percent screen on a lot and accept only those items that are conforming to all contract requirements. Under no circumstances shall the Government accept or be obligated to accept known defective hardware as a part of any lot.

(End of Clause)

9 52.246-4706 REQUIREMENT FOR PREPARATION OF DD FORM 250 (USAAMCOM) FEB/1997
Material Inspection and Receiving Reports (DD Form 250) will be prepared and distributed in accordance with DFARS 252.246-7000 and DFARS Appendix F. Copies for the purchasing office and inventory control manager will be forwarded to the address in the "Issued By" Block on the face of the contract.

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CONTINUATION SHEET	PHN/SHN W31P4Q-07-T-0424	MOD/AMD					
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(End of Clause)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saalzp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

10	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
11	52.247-34	F.O.B. DESTINATION	NOV/1991
12	52.247-48	F.O.B. DESTINATIONEVIDENCE OF SHIPMENT	FEB/1999
13	52.211-16	VARIATION IN QUANTITY	APR/1984

Insert ZERO, ZERO and ZERO in the blanks in paragraph (b) within the above referenced clause.

14			52.247-4705		POI	NT OF MAN	UFACTURE	(USA	AMCOM)										JUN	/1997
Item(s)	will	be	manufactured	at	the	following	location	(If	other	than	the	address	set	forth	on	page	1 0	of	this	document):

(End of clause)

15 52.209-4722 QUALITY VERIFICATION SAMPLE DELIVERY REQUIREMENT (USAAMCOM) JUN/1997
Delivery of the total quantity required herein shall be accomplished in no more than two (2) shipments. Delivery in one (1) shipment is desirable; however, when two (2) shipments are necessary, fifty percent (50%) or more of the total quantity shall be included in the first shipment, and the remaining quantity shall be included in the second shipment.

(End of Clause)

16 52.211-4702 ACCELERATED DELIVERY (USAAMCOM) JUN/1997 Accelerated delivery of the items required herein is acceptable and desirable at no additional cost to the Government.

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CO	NIINUAIION SH	IEE I	PIIN/SIIN W31P4Q-07-T-0424	MOD/AMD	
Name of Of	feror or Contractor:	•			1
CONTRACT ADM	MINISTRATION DATA				
17	52.232-4701	CONTRACTOR'	S REMITTANCE ADDRESS (USAAMCOM)		JUN/1997

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Name of Offeror or Contractor:

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saalzp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB)	JUL/2005
		OTHER THAN PENSIONS	
20	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
21	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
22	52.243-1	CHANGESFIXED PRICE	AUG/1987
23	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
24	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
25	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
26	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
27	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
28	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
29	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
30	52.213-4	TERMS AND CONDITIONSSIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL	MAR/2007
		ITEMS)	

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
 - (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
 - (iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
 - (vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
 - (2) Listed below are additional clauses that apply:
 - (i) 52.232-1, Payments (Apr 1984).
 - (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
 - (iii) 52.232-11, Extras (Apr 1984).
 - (iv) 52.232-25, Prompt Payment (Oct 2003).
 - (v) 52.233-1, Disputes (July 2002).
 - (vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).
 - (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

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	7		<i>,</i>	1 1	7111111	

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Name of Offeror or Contractor:

- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wade Island, or the outer continental shelf lands).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American ActSupplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
 - (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006) (Applies to contracts over \$30,000).
 - (ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).
 - (iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).
 - (iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc
- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

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Name of Offeror or Contractor:

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

31 52.215-19

NOTIFICATION OF OWNERSHIP CHANGES

OCT/1997

Page 11 of 15

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

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Name of Offeror or Contractor:

32 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

 $\label{lem:http://www.arnet.gov/far/} http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc$

(End of Clause)

33 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saalzp/procurement/afars.doc

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

34 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2006

- (a)(1) The North American Industry classification System (NAICS) code for this acquisition is 335931.
- (2) The small business size standard is 500.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [] (i) Paragraph (c) applies.
- [] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

35 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that --

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

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(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

36 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It [] has developed and has on file,

[] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

 $http://www.arnet.gov/far/ \hspace{0.2cm} or \hspace{0.2cm} http://www.acq.osd.mil/dpap/dars/index.htm \hspace{0.2cm} or \hspace{0.2cm} https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc$

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

37 52.215-16 FACILITIES CAPITAL COST OF MONEY JUN/2003
38 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saalzp/procurement/afars.doc

39 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.
- (b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

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40 52.233-4703 AMC-LEVEL PROTEST PROGRAM (USAAMCOM)

MAY/2004

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel 9301 Chapek Rd, Rooom 2-1SE3401 Ft. Belvoir, VA 22060-5527.

Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command Office of Command counsel Room 2-1SE3401 1412 Jackson Loop Ft. Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/bidprotest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

 $http://www.arnet.gov/far/ \ or \ http://www.acq.osd.mil/dpap/dars/index.htm \ or \ https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc$

rIf the provision requires additional or unique information, then that information is provided immediately after the provision title.